

## **MEDIATION SETTLEMENT AGREEMENT**

**THIS AGREEMENT**, entered into on this 1<sup>st</sup> day of August, 2019, by and between Collier County Public Schools (“the District”) and Mason Classical Academy, Inc. (“Mason”).

**WHEREAS**, the District and Mason are involved in a dispute regarding an Investigative Report submitted to the School Board for the District and prepared by District General Counsel, Jon Fishbane; and,

**WHEREAS**, the Florida Department of Education (“DOE”), the District and Mason scheduled a mediation in an effort to fully resolve their dispute; and

**WHEREAS**, on June 6, 2019, Hillside College sent a letter to Mason to indicate an intent to terminate their relationship with Mason unless certain actions were taken; and,

**WHEREAS**, a mediation has been conducted in this dispute on August 1, 2019; and

**WHEREAS**, the District and Mason now desire to fully settle the issues that are the subject to the above-referenced dispute; and,

**NOW THEREFORE**, for good and valuable consideration set forth below, the Parties hereto agree as follows:

1. Mason will have the following committees:
  - a. School Advisory Council
  - b. Grievance Committee
  - c. Finance Committee
  - d. Audit Committee
2. Mason will attach documents in advance to be published along with agendas discussed or reviewed by the Governing Board in order for the public to access those documents in advance of the meeting.
3. Counsel for Mason will provide training for all staff on August 6, 2019 and provide training or arrange training to key administration and governing board members in the future. Topics will include Sunshine Law training, public records laws, ethics, FERPA, ESE and Chapter 39 training.
4. Through resolution, existing board members and any new Governing Board members will affirm that they will adhere to Mason’s Charter and policies.
5. Communications from the Governing Board to the parent community will be clarified as to whether it is from the Governing Board or from individual board members.
6. The committees shall be fully constituted and functioning by October 15, 2019.
7. The governing board shall be increased from three (3) members to five (5) members by October 15, 2019, with staggered, 1, 2, and 3 year terms.
8. Mason will work expeditiously to hire a new principal.

9. The foregoing items are hereby designated as a Corrective Action Plan. Mason's independent auditor shall conduct an audit of compliance with the Corrective Action Plan within a reasonable time after October 15, 2019. Mason shall also conduct its own assessment of its compliance with the Corrective Action Plan and shall furnish the same to the District by November 1, 2019.
10. The District agrees that all complaints by members of the school community shall be redirected to the Mason's Grievance Committee and that the District will not consider complaints from the school community until the complainant's have exhausted their administrative remedies at Mason. The parental liaison may be seated as an ex officio member of the Grievance Committee.
11. Mason will place this Mediation Settlement Agreement on the agenda for a board meeting to be held on the morning of August 6, 2019 for approval. The District will schedule its approval at its board meeting during the evening of August 6, 2019.
12. The District understands and acknowledges that it is no longer pursuing termination of the Charter for Mason. Both parties will work in concert for a smooth opening of the school on August 13, 2019.
13. Each party shall bear their own attorneys' fees and costs.
14. If there is litigation later to enforce this Agreement, the prevailing party shall be entitled to a recovery of their attorneys' fees.
15. This constitutes the entire agreement between the Parties.
16. This Agreement will not be binding on the parties until voted upon at a duly noticed public meeting.
17. The representatives of the Parties signing this Agreement do so with full authority to recommend this Agreement to their respective boards and by signing agree to make that recommendation.



**IN WITNESS WHEREOF**, the Parties execute this Agreement as follows:

Collier County Public Schools

Mason Classical Academy, Inc.

By: Kamela Patton

By: Kelly

Its: Superintendent

Its: Board chair

Approved by their counsel:

James D. G.

[Signature]

Jon Fishlone